

EXPORT-IMPORT BANK OF THE UNITED STATES
EXPORTER'S CERTIFICATE For Use With An EXPORT CREDIT INSURANCE POLICY

Policyholders/Assignees must keep this document and submit it with Claims

Name and Address of Policyholder:

Name and Address of Supplier if different from Policyholder:

Taxpayer ID No.: _____ Congressional District: _____

Policy No. _____
(to be completed by policyholder, also see B3)

Supplier's Dun & Bradstreet No. _____
Indicate (not required) if owned by a ☐ woman, or an ☐ ethnic minority,
describe _____

Upon representation that the Export-Import Bank of the United States ("Eximbank") has issued an export credit insurance policy to the policyholder (may also be the supplier) identified above and, in consideration of the payment, acceptance or negotiation of an irrevocable letter of credit in support of an export, the financing of an export or the receipt of funding as a result of assigning the proceeds of the policy **we, the supplier, hereby certify** to Eximbank and, if we are not the policyholder, to the policyholder as follows (**check one**):

- ☐ The supplier is **not the policyholder** and is either the beneficiary of a letter of credit, the recipient of a funding under a direct buyer credit loan or the recipient of the buyer's payment under a reimbursement loan.
The supplier must complete and certify to parts **A and B** only.
- ☐ The supplier is **not the policyholder** and **not a beneficiary** or recipient as described above.
The supplier must complete and certify to part **B** only.
- ☐ The supplier is a Medium Term Single-Buyer Policyholder and is **assigning** the proceeds of the policy to a financial institution.
The supplier must complete and certify to parts **A, B and C**.

A

1. a. We are **not the policyholder** and the policyholder has (**check one**):

- ☐ informed us of an irrevocable letter of credit with Identification No. _____ and we have presented, or shall present, documents which are in compliance with the terms and conditions of such irrevocable letter of credit; or,
- ☐ to our belief, established an obligation of the foreign buyer named below to make repayment of funds on a specified term in support of an export for which we will receive payment or have received payment on _____ (date); or,
- ☐ to our belief, provided a financing facility to the foreign buyer named below in support of the export which has been made on a documentary collection, sight payment basis, the proceeds of which will be paid to us.

OR

b. We **are the supplier and policyholder** and have:

- ☐ assigned the proceeds of the referenced policy, and in return for this assignment will receive payment or have received payment on _____ (date).

2. To the best of our knowledge and belief, the products were **shipped from the U.S.**

3. To the best of our knowledge and belief the products are **not for use in** Republika Srpska (Bosnia-Herzegovina), Cambodia, Cuba, Democratic People's Republic of Korea (North Korea), Iran, Iraq, Laos, Libya, Myanmar (Burma), Serbia (Serbia/Montenegro), Sudan, or Syria.

4. The undersigned declares that it **is not** currently, nor has it been within the preceding three years:

- a) debarred, suspended or declared ineligible from participating in any Federal transaction; or,
b) formally proposed for debarment, with a final determination still pending; or,
c) voluntarily excluded from participation in a Federal transaction; or,
d) indicted, convicted or had a civil judgement rendered against it for any of the offenses listed in the Regulations governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations; Common Rule).

5. The undersigned certifies that it is **not delinquent** on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

B

1. The above referenced irrevocable letter of credit or the buyer's obligation to pay the policyholder is in support of an export transaction described as follows:

- a) Name and address of buyer _____
- b) Description and quantity of product(s)/service(s) _____
- c) The product(s) are: ☐ New, ☐ Used. If used attach Used Equipment Questionnaire form EIB-92-63.
- d) Place of Shipment _____ e) Date of Shipment _____
- f) Contract Price to Buyer:
- | | |
|--|----------|
| (i) Products/Services | \$ _____ |
| (ii) Less discounts or similar allowances | \$ _____ |
| (iii) Plus total insurance, freight or other
delivery charges included in the transaction | \$ _____ |
| Subtotal: | \$ _____ |

POLICYHOLDER NOTE: minimum 15% cash payment required for repayment terms of 1 year or more.

SUPPLIER who is not a policyholder: may enter N/A in (iv) and (v) if cash payment and financed portion are not known.

- | | |
|--|----------|
| (iv) Less cash payment | \$ _____ |
| (v) Total final net delivered financed portion | \$ _____ |

2. *Discounts and Allowances.* We have not granted or paid, agreed to grant or pay, offered to grant or pay, caused to be granted or paid, or arranged for, directly or indirectly, any discount, allowance, rebate, commission, fee or other payment, entered into any barter, buyback, countertrade or offset agreement or other similar agreement in connection with the sale of, or for obtaining the contract to sell, the products/services described above, **except:**

- a) the discounts and allowances to the buyer, if any, stated above; or,
b) the regular remuneration of our regular full-time directors, officers and employees; or,
c) regular commissions or fees, if any, to our regular sales agent or representative in the country of the buyer; or,
d) other payments, as follow:

<u>Payee or Intended Payee</u>	<u>Address</u>	<u>Amount</u>
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\$ _____

(If **None**, then the word "none" must be inserted in order for this certificate to be considered complete. If any payee is named, a statement must be attached showing the reason for payment and method of calculation.)

3. The materials and labor comprising the products/services above

- which were originated or manufactured by us were originated or manufactured in the U.S. **or**,
- if not originated or manufactured by us, were acquired from sources in the U.S., **and**
- to the best of our knowledge and belief, the value of the products/services, consisting of direct material, direct labor and indirect costs which can be reasonably attributed to the production of the product, and **excluding price markup**,
is as below:

NOTE: If the supplier is not the policyholder, policyholder should inform supplier and indicate if repayment term is:

☐ 360 days or less, or ☐ 1 year or more.

- a) for products with a repayment period of **360 days or less**: for **each product** at least **50%** of U.S. origin;
for products with a repayment period of **1 year or more**: the **aggregate value of all products** at least **85%** of U.S. origin;
b) for **services**: exclusively by U.S. personnel (either in the U.S. or on-site);
c) for the sale of **raw materials** or **commodities**: exclusively of U.S. origin; and

- that **no value** has been **added** to the product by us **after export** from the U.S.

4. With respect to products/services which, to the best of our knowledge,

- a) could be used for **military** purposes;
b) could be **components** of a product or equipment which could be used for military purposes;
c) could be used to **manufacture** products or equipment which could be used for military purposes;
d) are listed on the **U.S. Munitions List** (part 121 of Title 22 of the Code of Federal Regulations); or,
e) are purchased by military or defense **organizations**,
we have received the **written approval** of Eximbank for such sale of the products.

5. The products do not consist of technology, fuel, equipment, materials or goods and services to be used in the construction, alteration, operation or maintenance of **nuclear** power, enrichment, reprocessing, research or heavy water production facilities.

C

1. The products/services in the export transaction described above were sold for U.S. dollars on terms which required that we receive from the buyer, or we provide financing to the buyer for, a cash payment on or before delivery to the buyer at least equal to such amount as may be specified in the **Transaction Endorsement or Declarations** to the policy, and the **financed portion** of the transaction, as described in the policy, approved under the **Transaction Endorsement or Declarations**, or of a shipment made thereunder, was evidenced by a valid and legally enforceable **note**, as defined in the policy.
2. No dispute exists between us and the buyer, with respect to any loss, that has not already been finally determined to be a valid and legally enforceable indebtedness of the buyer, its legal representatives, or successors in interest, or has not already been otherwise settled to the satisfaction of the Insurer.
3. We have not contracted with, shipped to, or failed to cancel further transit to the buyer after knowledge of that buyer's **insolvency**, as defined in the policy, or financial difficulty.
4. We agree to notify Eximbank in writing of the buyer's **insolvency**, as defined in the policy, financial difficulty, or the occurrence of any event likely to cause a **loss**, as defined in the policy, within 10 calendar days of learning thereof.
5. We agree to hold Eximbank harmless from any loss:
 - a) arising from the failure of ourselves or our agents to fulfill our or their contractual duties to the buyer with respect to the sale of the products/services, if such failure of performance shall have relieved the buyer of its duty, in whole or part, to pay the **note** when due, and,
 - b) arising from the unwillingness of the buyer to accept the products/services, and,
 - c) due to any dispute that arises between us and the buyer, with respect to any **loss**, that is not finally determined to be a valid and legally enforceable indebtedness of the buyer, its legal representatives, or successors in interest, or is not otherwise settled to the satisfaction of the Insurer, and,
 - d) that was insurable under the American Institute of Marine Underwriters' War Risk and Strikes, Riots and Civil Commotion Clauses current on the date of shipment.

With knowledge that Eximbank will rely on the certifications and representations made in this certificate, we agree to be liable for any damages (including, without limitation, **reimbursement to Eximbank** of any claim payment under the export credit insurance policy) suffered by Eximbank's reliance on such certifications and representations. We further understand that this certification is subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001.

By: _____
(Authorized Representative of the Supplier)

Print Name: _____

Title: _____

Date: _____

On this _____ day of _____, _____, before me personally appeared _____,

to me known, who first being duly sworn by me, did depose and say that he/she is the _____ of

_____ described herein and who executed the foregoing instrument;
Supplier

and that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said supplier.

Notary Public